

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. N6945017R13080005	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 22-Feb-2018	PAGE OF PAGES 1 OF 29
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>					
4. CONTRACT NO. N6945018C1308		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY NAVFAC SOUTHEAST IPT SOUTH CENTRAL BLDG 135, PO BOX 30 NAS JACKSONVILLE JACKSONVILLE FL 32212-0030  TEL: FAX:		CODE N69450	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <b>See Item 7</b>  TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME CYNTHIA A. MCMONIGLE		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 904-542-1249		
<b>SOLICITATION</b>					
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i>  SOLICITATION FOR CONTINGENCY MASS MIGRATION OPERATIONS COMPLEX, NS GUANTANAMO BAY, CUBA  This acquisition is solicited as Full and Open competition (unrestricted), Design-Bid-Build, NAICS 236220.					
11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>660</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.211.10 .)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>4</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>17 Oct 2017</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*  
RQ CONSTRUCTION, LLC  
3194 LIONSHEAD AVE  
CARLSBAD CA 92010-4701

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

**See Item 14**

CODE  
68JG2

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

**SEE SCHEDULE**

22. AMOUNT

**\$23,164,000.00**

23. ACCOUNTING AND APPROPRIATION DATA

**See Schedule**

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*

**ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)

☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

N69450

NAVFAC SOUTHEAST  
PWD GTMO  
PSC 1005, PO BOX 37  
FPO AE 09593

27. PAYMENT WILL BE MADE BY:

CODE

N68732

DFAS-CLEVELAND  
ATTN: SB-39, ACCOUNTS PAYABLE  
1240 E 9TH STREET  
CLEVELAND OH 44199

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☒ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award constitutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

REF:

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*  
Garry Murphy / Supervisory Contract Specialist

30B. SIGNATURE

30C. DATE

TEL: (b) (6)

EMAIL: (b) (6)

31B. UNITED STATES OF AMERICA  
BY (b) (6)

31C. AWARD DATE  
22-Feb-2018

## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Project	\$20,191,000.00	\$20,191,000.00
	BASE PRICE				
	FFP				
	BASE PRICE: PRICE INCLUDES ALL SITE WORK ASSOCIATED WITH DEMOLITION, FENCING, GRAVEL WALKWAYS, PERIMETER GRAVEL DRIVES, DUMPSTER PADS, CONCRETE ROADWAY FLUMES, GRADING, DRAINAGE, WATER UTILITIES, WASTEWATER UTILITIES (INCLUDING WASTEWATER TREATMENT PLANT EXPANSION) AND ELECTRICAL DISTRIBUTION.				
	FOB: Destination				
NET AMT					\$20,191,000.00
000101					\$0.00
	FUND ACRN AA				
	FFP				
	Funding Doc. No. W32CS580465223 Customer ACRN: MILSTRIP: W32CS580465223				
NET AMT					\$0.00
	ACRN AA				\$20,191,000.00
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Project	\$448,250.00	\$448,250.00

OPTION

OPTION ITEM NO 1

FFP

OPTION ITEM NO 1: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

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 NET AMT

\$448,250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Project	\$448,250.00	\$448,250.00

OPTION

OPTION ITEM NO 2

FFP

OPTION ITEM NO 2: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

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 NET AMT

\$448,250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Project	\$448,250.00	\$448,250.00

OPTION

OPTION ITEM NO 3

FFP

OPTION ITEM NO 3: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

NET AMT

\$448,250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Project	\$448,250.00	\$448,250.00

OPTION

OPTION ITEM NO 4

FFP

OPTION ITEM NO 4: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

NET AMT

\$448,250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Project	\$448,250.00	\$448,250.00

OPTION

OPTION ITEM NO 5

FFP

OPTION ITEM NO 5: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

NET AMT

\$448,250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Project	\$448,250.00	\$448,250.00

OPTION

OPTION ITEM NO 6

FFP

OPTION ITEM NO 6: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

NET AMT

\$448,250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Project	\$448,250.00	\$448,250.00
OPTION	OPTION ITEM NO 7				

FFP

OPTION ITEM NO 7: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

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NET AMT	\$448,250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Project	\$448,250.00	\$448,250.00
OPTION	OPTION ITEM NO 8				

FFP

OPTION ITEM NO 8: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

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NET AMT	\$448,250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Project	\$183,500.00	\$183,500.00

OPTION

OPTION ITEM NO 9

FFP

OPTION ITEM NO 9: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING A GROUP OF 96 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620.MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

NET AMT

\$183,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Project	\$183,500.00	\$183,500.00

OPTION

OPTION ITEM NO 10

FFP

OPTION ITEM NO 10: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING AN ADDITIONAL GROUP OF 38 MIGRANT TENT PADS OUT OF CONCRETE PAVEMENT IN ACCORDANCE WITH DETAIL C/C620. THE GROUP LOCATIONS ARE SHOWN ON C200.

FOB: Destination

NET AMT

\$183,500.00



NET AMT	\$349,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001201	FUND ACRN AA FFP Funding Doc. No. W32CS580465223 Customer ACRN: MILSTRIP: W32CS580465223				\$0.00
				NET AMT	\$0.00
	ACRN AA CIN: 00000000000000000000000000000000				\$349,000.00

NET AMT	\$349,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001301	FUND ACRN AA FFP Funding Doc. No. W32CS580465223 Customer ACRN: MILSTRIP: W32CS580465223				\$0.00
NET AMT					\$0.00
ACRN AA					\$349,000.00
CIN: 00000000000000000000000000000000					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 EXERCISED OPTION	OPTION ITEM NO 13 FFP OPTION ITEM #13: PRICE FOR ADDING WORK ASSOCIATED WITH CONSTRUCTING THE INTERIOR SERVICE ROADS AS SHOWN ON THE SITE PLANS (SHEETS C200-C216) OUT OF GRAVEL IN ACCORDANCE WITH DETAIL A/C620. FOB: Destination	1	Project	\$1,660,000.00	\$1,660,000.00

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NET AMT	\$1,660,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001401	FUND ACRN AB FFP Funding Doc. No. W32CS580465224 Customer ACRN: MILSTRIP: W32CS580465224				\$0.00

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NET AMT	\$0.00
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ACRN AB CIN: 00000000000000000000000000000000	\$1,660,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 EXERCISED OPTION	OPTION ITEM NO 14 FFP OPTION ITEM #14: PRICE FOR ADDING WORK ASSOCIATED WITH THE CONSTRUCTION OF THE COMMUNICATIONS AND MASS NOTIFICATION SYSTEM AS SHOWN ON SHEETS ET100-ET600. FOB: Destination	1	Project	\$615,000.00	\$615,000.00

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NET AMT	\$615,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001501	FUND ACRN AA FFP Funding Doc. No. W32CS580465223 Customer ACRN: MILSTRIP: W32CS580465223				\$0.00
NET AMT					\$0.00
ACRN AA CIN: 00000000000000000000000000000000					\$275,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001502	FUND ACRN AB FFP Funding Doc. No. W32CS580465224 Customer ACRN: MILSTRIP: W32CS580465224				\$0.00
NET AMT					\$0.00
ACRN AB CIN: 00000000000000000000000000000000					\$340,000.00

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
001201	N/A	N/A	N/A	N/A
0013	Destination	Government	Destination	Government
001301	N/A	N/A	N/A	N/A
0014	Destination	Government	Destination	Government
001401	N/A	N/A	N/A	N/A
0015	Destination	Government	Destination	Government
001501	N/A	N/A	N/A	N/A
001502	N/A	N/A	N/A	N/A

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	16-DEC-2019	1	NAVFAC SOUTHEAST CASSIOPIA D. KATHMAN PWD GTMO PSC 1005, PO BOX 37 FPO AE 09593 757-458-5615 FOB: Destination	N69450
000101	N/A	N/A	N/A	N/A
0002	16-DEC-2019	1	NAVFAC SOUTHEAST CASSIOPIA D. KATHMAN PWD GTMO PSC 1005, PO BOX 37 FPO AE 09593 757-458-5615 FOB: Destination	N69450
0003	16-DEC-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0004	16-DEC-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0005	16-DEC-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0006	16-DEC-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450

0007	16-DEC-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0008	16-DEC-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0009	16-DEC-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0010	16-DEC-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0011	16-DEC-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
0012	16-DEC-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69450
001201	N/A	N/A	N/A	N/A
0013	16-DEC-2019	1	NAVFAC SOUTHEAST CASSIOPIA D. KATHMAN PWD GTMO PSC 1005, PO BOX 37 FPO AE 09593 757-458-5615 FOB: Destination	N69450
001301	N/A	N/A	N/A	N/A
0014	16-DEC-2019	1	NAVFAC SOUTHEAST CASSIOPIA D. KATHMAN PWD GTMO PSC 1005, PO BOX 37 FPO AE 09593 757-458-5615 FOB: Destination	N69450
001401	N/A	N/A	N/A	N/A
0015	16-DEC-2019	1	NAVFAC SOUTHEAST CASSIOPIA D. KATHMAN PWD GTMO PSC 1005, PO BOX 37 FPO AE 09593 757-458-5615 FOB: Destination	N69450
001501	N/A	N/A	N/A	N/A
001502	N/A	N/A	N/A	N/A

CONTRACT ADMIN POC

All post award submittals, correspondence, contact, etc. shall be directed to the office identified in Block 26 of the SF 1441. Specific point of contact is:

**Administrative Contracting Officer**

NAVFAC SE, PWD NSGB

Cassiopia Kathman

(b) (6)

**Contracting Officer's Representative**

NAVFAC SE, PWD NSGB

G. Jeremiah Gauley

(b) (6)

## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015



52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-1	Bid Guarantee	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-13	Alternative Payment Protections	JUL 2000
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-13	Notice Of Progress Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994

52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-3	Value Engineering-Construction	OCT 2015
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7987 (Dev)	Requirements For Contractor Personnel Performing in USSOUTHCOM Area of Responsibility	OCT 2014
252.225-7993 (Dev)	Prohibition on Providing Funds to the Enemy (Deviation 2015-O0016)	SEP 2015
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.242-7004	Material Management And Accounting System	MAY 2011
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.251-7000	Ordering From Government Supply Sources	AUG 2012

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days from date of contract award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 660 calendar days from date of contract award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

## 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$13,950 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

## 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is

incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

#### 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations – N/A

(b) Weather conditions – N/A

(c) Transportation facilities – N/A

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR

<https://www.acquisition.gov/browsefar>

DFARS

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

NMCARS

<http://www.secnaveavy.mil/rda/Pages/NMCARS.aspx>

NFAS

[https://portal.navfac.navy.mil/portal/page/portal/navfac/navfac\\_forbusinesses\\_pp/smallbusiness/contracting/navfac](https://portal.navfac.navy.mil/portal/page/portal/navfac/navfac_forbusinesses_pp/smallbusiness/contracting/navfac)

(End of clause)

#### 252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from--

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations--Hotline, 245 Murray Lane SW., Washington, DC 20528-0305; or

(ii) Via the Internet at [https://www.oig.dhs.gov/assets/Hotline/DHS\\_OIG\\_Hotline-optimized.jpg](https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg).

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or is also available via the internet at [http://www.dodig.mil/hotline/hotline\\_posters.htm](http://www.dodig.mil/hotline/hotline_posters.htm).

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the Web site.

(d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

#### 252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

#### 52.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS--BASIC (SEP 2016)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that---

(i) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of ``commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

Component means any article, material, or supply incorporated directly into construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means--

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as ``the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), Ukraine, or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, a Free Trade Agreement country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(B) The construction material is a COTS item.

Free Trade Agreement country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different construction material distinct from the material from which it was transformed.

Least developed country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a least developed country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(i) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for designated country construction materials.

(c) The Contractor shall use only domestic or designated country construction material in performing this contract, except for--

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial item; or

(3) The construction material or components listed by the Government as follows:

NONE

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.



(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

**NAVCON**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**INSPECTION – N44251**

**ACCEPTANCE – N44251**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<b>N68732</b>
Issue By DoDAAC	<b>N69450</b>
Admin DoDAAC	<b>N44251</b>
Accept at Other DoDAAC	<b>N44251</b>
LPO DoDAAC	<b>N44251</b>

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Inspector: (b) (6)

Acceptor: (b) (6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Cassiopia Kathman, (b) (6)  
(b) (6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

<b>Title</b>	<b>File</b>	<b>Drawing No.</b>
Mass Migration Spec.VOL 1		
Mass Migration Spec.VOL 2		
MIGOPS MILCON Drawings_Part1		
MIGOPS MILCON Drawings_Part2		
MIGOPS MILCON Drawings_Part3		
MIGOPS MILCON Drawings_Part4		
MIGOPS MILCON Drawings_Part5		
MIGOPS MILCON Drawings_Part6		
MIGOPS MILCON Drawings_Part7		
MIGOPS MILCON Drawings_Part8		
MIGOPS MILCON Drawings_Part9		
MIGOPS MILCON Drawings_Part10		

(End of clause)

FAC 5252.201-9300

CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a change in

work to be performed or increases in the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

#### FAC 5252.228-9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within 10 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

X A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

X A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run        days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

#### FAC 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

#### 5252.236-9310 - RECORD DRAWINGS (OCT 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall

be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer. (End of clause)

FAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

  X   The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

  X   The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

       The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

## Section 00800 - Special Contract Requirements

## ACCOUNTING AND APPROPRIATION DATA

AA: 2172050 254 001076 2I W32CS5  
 COST CODE: 80465223  
 AMOUNT: \$21,164,000.00

AB: 2142050 254 001076 2I W32CS5  
 COST CODE: 80465224  
 AMOUNT: \$2,000,000.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	00000000000000000000000000000000	\$20,191,000.00
	001201	00000000000000000000000000000000	\$349,000.00
	001301	00000000000000000000000000000000	\$349,000.00
	001501	00000000000000000000000000000000	\$275,000.00
AB	001401	00000000000000000000000000000000	\$1,660,000.00
	001502	00000000000000000000000000000000	\$340,000.00